



## MIAMI-DADE PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT RICKENBACKER AND VENETIAN CAUSEWAY ANNUAL PLAN USER AGREEMENT

### I. **TERMS AND CONDITIONS:**

The following is the agreement between the parties relating to the use of the County annual plans at the Rickenbacker and Venetian Toll Plazas. The words "we", "us", "our" and "our department" means the Miami-Dade County Public Works and Waste Management Department.

1. **License.** Subject to the terms of this Agreement, dependent upon payment, we agree to license you a discount annual plan linked to your SunPass account which you may use to gain access to the Rickenbacker or Venetian Toll Plazas hereinafter called the "Toll Plaza". This license is not transferable.

### 2. **Use of the SunPass Linked to a Rickenbacker or Venetian Annual Plan.**

#### **You agree:**

- a. to only use the SunPass registered in connection with the vehicle listed on the Causeways Annual Plan. The registered SunPass device can not be moved from vehicle to vehicle.
- b. to be responsible for maintaining the SunPass device on your windshield, in accordance with the Florida Department of Transportation guidelines. Placing the SunPass in an improper manner may result in an improper reading.
- c. that the discount rate obtained through the Annual Plans will solely apply to the toll plaza registered in the customer's account, any other transaction executed at a different toll facility will be processed as a regular SunPass transaction and the proper toll fare will be deducted from the SunPass account.
- d. to comply with all applicable traffic laws including but not limited to speed limit restrictions, as well as rules of the Public Works and Waste Management Department.

3. **Annual Plan Registration and Renewal.** Customers subscribing to a Causeway Annual Plan will abide by the terms and conditions described below:

- a. To have a prepaid SunPass account in good standing at all times. Failure to maintain the SunPass account in good standing will invalidate your Annual Plan; SunPass or Toll-By-Plate charges will apply.
- b. At the time of enrolling in a specific Causeway Annual Plan or to renew your current account, you agree to provide the documents required for the Causeway Plan you are applying for, see Section II (2) " Plan Requirements".
- c. Commercial vehicles not physically based in Key Biscayne are excluded from any discount plan.
- d. You agree to pay us the appropriate annual fee at the time of enrolling in an Annual Plan or at the time of renewal of your current plan. Fees are not prorated. Failure to renew on time will result in SunPass or Toll-By-Plate charges as applicable.
- e. You agree to immediately update your account information with SunPass and the County as soon as you change: device, vehicle, license plate. Failure to update your information will result in SunPass or Toll-By-Plate charges as applicable.
- f. Payments can be made through credit card (Amex, Discovery, Master Card, and Visa) and personal checks.

4. **Violation of Terms and Conditions.** Failure to abide by any of the terms and condition stated in this agreement will terminate your current license for the discount Annual Plan (immediately disqualify your device for any annual discount plan) and (any) toll trip

transactions executed thereafter (that) will (then) be processed through the State SunPass or Toll by Plate program (with all applicable fee) as stated in the SunPass Business Rules. See link: <https://www.sunpass.com/customerAgreement>

5. **Termination of Annual Plan / Refunds.** You may terminate your Annual Plan within 30 days of your enrollment or renewal date. If the amount paid for your annual plan exceeds the dollar value of your trips to date, then a refund under the account holder's name will be issued for the difference. Once the 30 days have expired no refunds will be issued

6. **Defective SunPass.** Using a defective device, in an improper manner may cause miss-reads or not reading at all of your transponder, please follow the instructions stated in the SunPass User Agreement see the following link: <https://www.sunpass.com/customerAgreement#section13>

### 7. **Miscellaneous.**

- a. You agree that the toll plaza has no obligation or liability to you with respect to your use or the performance of the SunPass. You agree to indemnify and hold harmless from and against any and all damages, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the SunPass device.
- b. A returned check fee, in accordance with the requirements of Florida State Law, will be required from you if any check you give us is not paid on demand by your bank. Trips performed while you correct the situation will be charged at the regular SunPass or Toll-By-Plate applicable rate.
- c. We may change the terms of this Agreement at anytime by providing written notice to you. If your device is used after you receive notice of the new terms, you will be bound by the new terms. For purposes of this Agreement, you will be deemed to have received notice ten days after the same shall be deposited with the United States Postal Service or in any receptacle thereof, postage prepaid, addressed to you at the address for you that appears on our records.
- d. You agree to pay all costs, including attorney's fees, incurred by us to enforce the terms of this Agreement.
- e. If for any reason your account is insufficient to pay any amounts payable by you to us, you will remain liable to us for such amounts. The exclusive venue if any lawsuit or action relating to this agreement shall be a court of competent jurisdiction located in Miami-Dade County.
- f. This Agreement shall be deemed to have been executed in Miami-Dade County, Florida and all questions of interpretation shall be governed by and construed in accordance with the laws of the State of Florida.
- g. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

9. **Valid Dates:** Rickenbacker and Venetian Plans are valid from October 1st, through September 30th. **These plans are not transferable.**

## II. **CHARGES.**

### 1. **Plan Types** The Annual Rates available are as follows:

Type of Account/Plan	Annual Rate	Available Toll Plaza
Resident	\$ 24	Rickenbacker
Commuter	\$ 60	Rickenbacker
For Hire	\$ 120	Rickenbacker
Recreational	\$ 120	Rickenbacker
Owners	\$0	Venetian
Commuter	\$90	Venetian

### 2. **Plan Requirements**

#### a. **Key Biscayne/Rickenbacker Resident**

Proof of Residency is required; customer must provide either of the following documents

- Property Tax or Deed
- Utility Bill under the account holder's name and address
- Driver License issued after 2010 or voter's registration
- Customers under 23 living with their parent must present a student ID and their parent's proof of residency

Vehicle: Eligible to a non-commercial two axle passenger vehicle with a current registration and owned by the account holder.

#### b. **Rickenbacker Commuter**

Proof of employment in the form of: Employer Issued ID, pay stub, W-2 Form reflecting address on Key Biscayne or along the Causeway, or School ID, student schedule or school letter verifying enrollment on any of the schools located on Key Biscayne or along the Causeway.

Vehicle: Eligible to a non-commercial two axle-passenger vehicle with a current registration and owned by the account holder.

#### c. **Rickenbacker For Hire**

Vehicle: Eligible to a For-hire, two axle, vehicle based on Key Biscayne.

#### d. **Rickenbacker Recreational Plan**

This plan has been changed from a debit plan to an unlimited passage plan at \$120 per County fiscal year with no pro-rating. The Recreational Plan is only available to those currently enrolled and will terminate if an account is not renewed by the expiration date of September 30. Limited to a 2 axle vehicle pulling a one axle trailer only.

#### e. **Venetian Owner**

Proof of Ownership is required; customer must present property tax bill, folio number or warranty deed.

Valid Registration: The vehicle must have a current registration and must be registered under the account holder's name.

#### f. **Venetian Commuter**

Plan restricted to persons renting or employed on one of the six (6) Venetian Islands. Proof of residency or employment may include:

- Utility Bill under the account holder's name and address on the Venetian Causeway or Sunset Harbour
- Valid Driver's License dated 2010 or later or voter registration with address on the Venetian Causeway or Sunset Harbour according to Resolution R-1079-14
- Residential Lease for six months or more

Vehicle: Eligible to a non-commercial two axle-passenger vehicle with a current registration and owned by the account holder.

3. **Lost or Stolen SunPass.** If your device is lost or stolen, please notify us immediately.

Please refer to the SunPass User Agreement section 11, see link below:

<https://www.sunpass.com/customerAgreement#section11>

### 4. **Toll Rates per Trip outside the discount annual plans**

#### **Rickenbacker**

# of Axles	SunPass	Toll-By-Plate
2	\$1.75	\$ 2.25
3	\$10.50	\$ 12.00
4	\$13.00	\$14.85
5	\$15.75	\$18.00
\$3.15 per additional axle		

TOLL-BY-PLATE Monthly Invoice FEE \$2.50

#### **Venetian**

2	\$1.75	\$2.25
3	\$2.65	\$3.40
4	\$3.50	\$4.50
5	\$4.40	\$5.65

\$0.75 per additional axle

TOLL-BY-PLATE Monthly Invoice fee \$2.50

Venetian Weight Restrictions: For weight restrictions along the Venetian Causeway please contact the Public Works and Waste Management Department, Highway Division at 305-375-3848 or MarcosR@miamidade.gov.

## III. **DEFINITIONS:**

1. "Account" shall mean a SunPass device which has been registered with the Department and enrolled in any of the Annual Plans available by this agreement.

2. Device – SunPass Electronic device used to pass through the toll plaza.

3. Toll-By-Plate. Method of payment used at SunPass lanes by customer who do not have a valid SunPass device.

To sign up/sign in to your annual pass account please visit:

[www.rickenbackertoll.com](http://www.rickenbackertoll.com)

[www.venetiantoll.com](http://www.venetiantoll.com)

#### **RICKENBACKER AND VENETIAN TOLL PLAZAS;**

Miami-Dade County

Public Works and Waste Management Department.

4299 Rickenbacker Causeway, Key Biscayne, Florida 33149.

Telephone # (305) 854-2468

Fax # (305) 361-5338

Monday-Friday

8 am-5 pm

The department reserves the right to request additional and or alternative information to verify eligibility and has discretion in determining eligibility.

Revised 1/14/2015